

Serial No.: 10/708,580
Docket No.: 60655.8000

REMARKS

Applicants hereby reply to the final Office Action mailed on May 19, 2005 within the shortened statutory three month period for reply. Claims 1-21 were pending in the application and the Examiner rejects claims 1-21. Applicants cancel claims 2, 12 and 16 without prejudice to filing one or more claims having similar subject matter. Support for the amendments may be found in the originally-filed specification, claims, and figures. No new matter has been introduced by these amendments. Reconsideration of this application is respectfully requested.

Objections under 37 C.F.R. § 1.126

The Examiner has objected to claims 1-21 because of informalities. Specifically, the Examiner asserts that the "Claim numbers are formatted [c1], [c2]....., which are improper" (page 2, item 2). However, Applicants have been unable to make this determination and assert that claims 1-21 are properly numbered (e.g., 1, 2, 3,...).

Rejections under 35 U.S.C. § 102(b)

The Examiner rejects claims 1-7 under 35 U.S.C. § 102(b) as being anticipated by Taylor, U.S. Patent No. 5,578,808 ("Taylor"). Applicants respectfully traverse this rejection.

Taylor generally discloses a data card wherein multiple accounts may be associated with a single data card. The data card is intended to substitute for a plurality of existing single application data cards. A carrier of the data card may designate any number of accounts and other personal information to be associated with the card. Thereafter, the carrier may use any of the accounts associated with the card to make financial or non-financial transactions. For example, a carrier of the data card may designate the card to provide access to a pre-established Visa® account, MasterCard® account, Chevron® gas card, and a Bloomingdale's® charge card. Account numbers and other information associated with each designation are stored in a centralized database. The carrier may then use the card to make a gas purchase from a Chevron station and subsequently use the same card to purchase clothing at Bloomingdales. At the time of purchase, the carrier selects the application of the card and the transaction is routed to the appropriate issuer of the account for processing.

The Taylor data card essentially serves to facilitate transferring information to a centralized repository of account information in much the same manner as a digital wallet. While account information from a plurality of financial and non-financial accounts are grouped, the information remains independent in that the information exchange or financial transactions do not occur

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between the accounts. For example, Taylor does not disclose a means wherein a carrier can complete a transaction based a first account, wherein the first account balance is subsequently credited for the transaction using a second account. In other words, each account associated with the data card is unaware and incapable of interacting with any other accounts associated with the data card. As such, Taylor does not disclose or suggest a data card to at least, "provide said consumer access to a transportation system provided by a service partner upon payment of a fee, wherein said fee associated with said transportation system is transferred from said financial account to an account associated with said service partner," as recited by independent claim 1.

Claims 2 and 3 depend from independent claim 1. Applicants assert that claims 2 and 3 are differentiated from the cited reference for at least the same reasons set forth above, as well as in view of their own respective features.

Regarding independent claim 4, Applicants asset that claim 4 is differentiated for at least the same reasons as set for above, as well as in view of its own respective features. Particularly, Taylor does not disclose or suggest at least, "maintaining, by said provider of credit services, a financial account corresponding to said multiple service card of said consumer; receiving a request to charge an amount to obtain access to said transportation system from said service partner; determining if said requested service partner is affiliated with said provider of credit services; adjusting said financial account based upon said request and said amount; and, crediting an account of said service partner" as recited by independent claim 4.

Claim 5 depends from independent claim 4. Applicants assert that claim 5 is differentiated from the cited reference for at least the same reasons as set forth above, as well as in view of its own respective features.

The Examiner rejects claims 8 and 9 under 35 U.S.C. § 102(b) as being anticipated by Fredregill et al., U.S. Patent No. 5,923,016 ("Fredregill"). Applicants respectfully traverse this rejection.

Fredregill discloses a computer-implemented consumer transaction point accumulation system providing instant crediting of points to a participant's loyalty account. The Fredregill system reports a participant's purchase to a central processor where an appropriate number of points are calculated according to the purchase. The central processor then sends a new balance to the merchant, wherein the new balance includes any prior point balance plus the newly-earned points. The summed point balance is then used to provide a reduction of price at the time of sale.

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The Examiner states that; "Fredregill discloses a computer implemented consumer transaction point (loyalty) system (see abstract) wherein a group of retailers in a particular area (see col. 1, lines 15+) participate in the system. Obviously, the same retailers outside of designated locations are non-participants" (page 3, item 5). Applicants respectfully disagree with the Examiners statement.

Fredregill does not disclose a grouping of retailers according to a particular area (e.g., geographic area). Fredregill only discloses loyalty point participants (i.e., consumers) and merchants. Fredregill does not explicitly disclose that the merchants are somehow affiliated with the loyalty point system. However, whether or not the merchant and the loyalty point system are affiliated in Fredregill, it is not uncommon for a single merchant (e.g., McDonalds) to have globally located stores. Fredregill does not disclose a means for controlling loyalty point distribution and redemption for a merchant with global locations. As such, Taylor does not disclose or suggest a data card for at least, "determining that said service partner is within a redemption area associated with said geographic area loyalty points; adjusting said loyalty account based upon said amount of geographic area loyalty points," as recited by independent claim 8.

Claim 9 depends from independent claim 8. Applicants assert that claim 8 is differentiated from the cited reference for at least the same reasons set forth above, as well as in view of its own respective features.

The Examiner rejects claims 10-14, 16, and 18-21 under 35 U.S.C. § 102(b) as being anticipated by Brake, Jr. et al., U.S. Patent No. 6,032,136 ("Brake"). Applicants respectfully traverse this rejection.

Brake discloses a Customer Activated Multi-Value (CAM) card that has a primary use as a transaction card and a second optional use as a credit card. The CAM card can be sent to a customer in the form of a transaction card (e.g., prepaid phone card, gas card, product purchasing card). When the CAM card is received by the customer, the credit card feature is not enabled; however, the card can be used for its primary use. If the customer subsequently wishes to activate the credit card feature, the feature can be automatically activated via computer or telephone upon being approved. The card may then be used as either a transaction card or a credit card.

Brake provides a card which may be used for different purposes; however, there is no direct relationship between those uses outside of being initiated from a single transaction card. The CAM card of Brake has two functions, (1) to serve as a transaction card, and (2) to serve as a credit card.

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In its use as a transaction card, payment for goods or services is accomplished either by way of a pre-paid account or a credit account issued by a merchant. Therefore, when a customer makes a purchase using the CAM card according to its primary use, the payment to the merchant is not by way of the secondary credit card feature. The two accounts relating to the two uses of the CAM card are not interrelated, wherein funds are able to move between the two accounts of the CAM card. As such, Brake does not disclose or suggest at least, "adjusting a financial account associated with said multiple service card when said customer utilizes said service partner services" as recited by independent claim 10.

Claims 11, 13, 16, and 18-21 depend from independent claim 10. Applicants assert that claims 11, 13, 16, and 18-21 are differentiated from the cited reference for at least the same reasons as set forth above, as well as in view of their own respective features.

Rejections under 35 U.S.C. § 103(a)

The Examiner rejects claim 15 under 35 U.S.C. § 103(a) as being unpatentable over Brake in view of Fredregill. Applicants respectfully traverse this rejection.

Claim 15 depends from independent claim 10. Applicants assert that neither Fredregill (as argued above in reference to claim 8), Brake (as argued above in reference to claim 10), nor any combination thereof, disclose or suggest "determining that said service partner is within a redemption area associated with said geographic area loyalty points; adjusting said loyalty account based upon said amount of geographic area loyalty points," as recited by independent claim 8 from which claim 15 depends. Therefore, Applicants assert that claim 15 is differentiated from the cited references for at least the reasons set forth above, as well as in view of its of its own respective features.

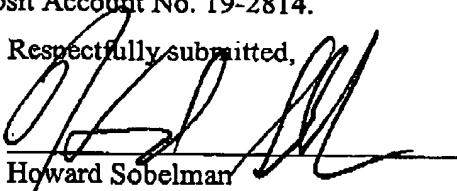
The Examiner rejects claim 17 under 35 U.S.C. § 103(a) as being unpatentable over Brake in view of Downing et al., U.S. Patent No. 5,963,647 ("Downing"). Applicants respectfully traverse this rejection. The Examiner correctly notes that Brake fails to specifically teach or suggest considering anti-terrorism information when extending credit. However, the Examiner asserts that Downing teaches this step. Claim 17 depends from independent claim 10. Applicants assert that neither Brake (as argued above in reference to claim 10), Downing, nor any combination thereof, disclose or suggest at least, "adjusting a financial account associated with said multiple service card when said customer utilizes said service partner services" as recited by independent claim 10 from which claim 17 depends. Therefore, Applicants assert that claim 17 is differentiated from the cited

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references for at least the reasons set forth above, as well as in view of its of its own respective features.

In view of the above remarks and amendments, Applicants respectfully submit that all pending claims properly set forth that which Applicants regards as their invention and are allowable over the cited references. Accordingly, Applicants respectfully request allowance of the pending claims. The Examiner is invited to telephone the undersigned at the Examiner's convenience, if that would help further prosecution of the subject application. Applicants authorize and respectfully request that any fees due be charged to Deposit Account No. 19-2814.

Respectfully submitted,


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